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June 29, 1998

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RECORDATION NO. 21486 FILED

JUN 30 '98

11-20AM

JUN 30 11 19 AM '98

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Secretary  
Surface Transportation Board  
1925 K Street, NW  
Suite 704  
Washington, DC 20423

Attention: DOCUMENTS FOR RECORDATION

Re: Primary Document for Filing

Dear Secretary:

I am an attorney representing a party to the enclosed documents. I have enclosed two original counterparts of the document described below, to be recorded pursuant to Section 11301 of Title 49 of the United States Code and the regulations adopted thereto.

The document is:

Mortgage-Security Agreement, a primary document.

The names and addresses of the parties to the enclosed documents are as follows:

Debtor: Trinity Chemical Leasing, L.L.C.  
8801 South Yale Avenue, Suite 210  
P.O. Box 701436  
Tulsa, Oklahoma 74137

Secured Party: General Electric Capital Corporation  
44 Old Ridgebury Road  
Danbury, Connecticut 06810

Secretary  
Surface Transportation Board  
June 29, 1998  
Page 2

A description of the equipment covered by the foregoing document follows:

Fifty (50) railroad tank cars, built by various manufacturers between 1967 and 1981, currently, or in the future bearing the marks and numbers indicated on the Schedule to the document.

A fee of \$ 26.00 is enclosed. Please return any extra copies not needed by the Commission for recordation and the enclosed copy of this letter, each stamped with your recordation number to the bearer of this letter.

A short summary of the documents to appear in the index follows:

Mortgage-Security Agreement dated as of June 18, 1998, between General Electric Capital Corporation, Danbury, Connecticut, and Trinity Chemical Leasing, L.L.C., Tulsa, Oklahoma, affecting fifty (50) railroad tank cars.

Yours very truly,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

By

  
Richard Demarest Yant

Enclosures

MORTGAGE--SECURITY AGREEMENT

RECORDATION NO. 21486 FILED

JUN 20 '98

11-20AM

This Mortgage--Security Agreement (the "Agreement") is entered into as of June 18, 1998 by and between General Electric Capital Corporation, a New York corporation with an address at 44 Old Ridgebury Road, Danbury, CT 06810 ("Secured Party"), and Trinity Chemical Leasing, L.L.C., a limited liability corporation organized and existing under the laws of the State of Oklahoma, with its chief executive offices located at 8801 South Yale Avenue, Suite 210, P.O. Box 701436, Tulsa, Oklahoma 74137 ("Debtor").

In consideration of the promises herein contained and of certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. CREATION OF SECURITY INTEREST: The Debtor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer, convey, warrant, mortgage, deliver, pledge, assign, and grant to the Secured Party, its successors and assigns, a lien on and continuing security interest in, all of the Debtor's rights, title and interest in and to the properties, rights, interests and privileges described in subsections (i) and (ii) immediately below (all of which properties are hereinafter collectively referred to as the "Collateral"). The foregoing lien and security interest is given in order to secure the payment and performance of any and all debts, obligations and liabilities of any kind, nature or description whatsoever (whether due or to become due) of Debtor to Secured Party under that certain Promissory Note in the original principal amount of \$1,186,400.00 now or hereafter executed by Debtor in favor of Secured Party (the "Note"), this Agreement, and/or any related documents (the Note, this Agreement and all such related documents being hereinafter collectively referred to as the "Debt Documents"), and any renewals, extensions and modifications of such debts, obligations and liabilities (all of the foregoing being hereinafter referred to as the "Indebtedness").

(i) Equipment Collateral. Collateral includes certain railroad tank cars described on the Schedule A attached hereto and incorporated herein, together with all accessories, equipment, parts and appurtenances appertaining or attached to such tank cars, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said tank cars (collectively the "Equipment" or "Units of Equipment" and individually a "Unit of Equipment"), together with all the rents, income, profits and avails therefrom and all insurance thereof, and to the extent the Equipment constitutes same, inventory of the Debtor, and proceeds of all of the foregoing.

(ii) Rental Collateral. Collateral also includes all right, title and interest of Debtor in and to each lease described on the Schedule B attached hereto and incorporated herein and each and every other lease relating to the Equipment, whether now existing or hereafter arising, including any amendments to such leases (each such lease being an "Assigned Lease"), and all payments due and to become due under any Assigned Lease, whether as contractual obligation, damages or otherwise to the extent such payments are derived from the Equipment, and proceeds of all of the foregoing (the "Assigned Lease Proceeds").

Notwithstanding anything to the contrary contained herein, Debtor may not enter into any lease referred to in subsection (ii) above (other than the leases specifically described on Schedule B) without the prior written consent of Secured Party, which will not be unreasonably denied.

2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR: Debtor hereby represents, warrants and covenants that:

(a) Debtor is, and will remain, duly organized, existing and in good standing under the laws of the State set forth in the first paragraph of this Agreement, has its chief executive offices at the location set forth in such paragraph, and is, and will remain, duly qualified and licensed in every jurisdiction wherever necessary to carry on its business and operations;

(b) Debtor has adequate power and capacity to enter into, and to perform its obligations, under each of the Debt Documents;

(c) the Debt Documents have been duly authorized, executed and delivered by Debtor and constitute legal, valid and binding agreements enforceable under all applicable laws in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws;

(d) no approval, consent or withholding of objections is required from any governmental authority or instrumentality with respect to the entry into, or performance by, Debtor of any of the Debt Documents, except such as may have already been obtained;

(e) the entry into, and performance by, Debtor of the Debt Documents will not (i) violate any of the organizational documents of Debtor or any judgment, order, law or regulation applicable to Debtor, or (ii) result in any breach of, constitute a default under, or result in the creation of any lien, claim or encumbrance on any of Debtor's property (except for liens in favor of Secured Party) pursuant to, any indenture mortgage, deed of trust, bank loan, credit agreement, or other agreement or instrument to which Debtor is a party;

(f) there are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Debtor which could, in the aggregate, have a material adverse effect on Debtor, its business or operations, or its ability to perform its obligations under the Debt Documents;

(g) all financial statements delivered to Secured Party in connection with the Indebtedness have been prepared in accordance with generally accepted accounting principles, and since the date of the most recent financial statement, there has been no material adverse change;

(h) the Collateral is not, and will not be, used by Debtor for personal, family or household purposes;

(i) the Collateral is, and will remain, in good condition and repair and Debtor will not be negligent in the care and use thereof;

(j) Debtor is, and will remain, the sole and lawful owner, and in possession of, the Collateral, subject, however, to the rights of the lessee under any Assigned Lease and has the sole right and lawful authority to grant the security interest described in this Agreement; and

(k) the Collateral is, and will remain, free and clear of all liens, claims and encumbrances of every kind, nature and description (except for any claims of the lessee under any Assigned Lease, and liens in favor of Secured Party).

(l) Debtor will either (i) deliver to Secured Party the chattel paper original of the Assigned Leases, or (ii) cause each original of the Assigned Leases to be conspicuously stamped with a legend which reads as follows:

THIS CHATTEL PAPER (INCLUDING ALL SCHEDULES, ATTACHMENTS, AND  
AMENDMENTS THERETO) HAS BEEN ASSIGNED TO GENERAL ELECTRIC  
CAPITAL CORPORATION

and will allow Secured Party to inspect all original Assigned Leases to ensure that each original Assigned Lease has in fact been conspicuously stamped with the foregoing legend, and provide Secured Party with a copy of each stamped Assigned Lease.

(m) except for (1) complying with Section 2(l)(i) or 2(l)(ii) above, (2) the filing of this Security Agreement with the Surface Transportation Board pursuant to 49 U.S.C. 11301 (3) the filing of this Security Agreement with the Registrar General of Canada pursuant to the Canada Transportation Act and (4) the filing of financing statements (and continuation statements at periodic intervals) with respect to the security interest granted, leasehold or other interests created by such documents under the Uniform Commercial Code, Debtor is unaware of any further action, including any filing or recording of any document (including any financing statement in respect thereof under Article 9 of the Uniform Commercial Code of any applicable jurisdiction), necessary in order to establish and perfect Secured Party's interest in the Collateral as against any third parties in any applicable jurisdictions in the United States.

### 3. SPECIAL PROVISIONS REGARDING COLLATERAL:

(a) Until the occurrence of an Event of Default, Debtor may exercise all of the Debtor's rights, powers and privileges and remedies under the Assigned Leases, including, without limitation, the right to receive any and all monies due or to become due under the Assigned Leases. Debtor hereby irrevocably grants to Secured Party the power of attorney to take, upon the occurrence of an Event of Default, any action in the name of Debtor (or otherwise) with respect to any Unit and in furtherance of collections of any income or proceeds relating to any Unit.

(b) Secured Party, its successors and assigns, and their respective agents, shall have the right to examine and inspect any of the Collateral at any time during normal business hours. Upon any request from Secured Party, Debtor shall provide Secured Party with notice of the then current location of the Collateral, and will assist Secured Party in locating and gaining access thereto.

(c) Debtor shall (i) use the Collateral only in its trade or business, (ii) maintain all of the Collateral in good condition and working order, and in accordance with the provisions of Section 4 below (iii) use and maintain the Collateral only in compliance with all applicable laws, and (iv) keep all of the Collateral free and clear of all liens, claims and encumbrances (except for the claims of the lessee under any Assigned Lease, and the liens in favor of Secured Party).

(d) Debtor shall not, without the prior written consent of Secured Party, (i) part with possession of any of the Collateral (except to Secured Party or for maintenance and repair), (ii) remove, or permit removal of any of the Collateral from the continental United States, Alaska, Canada or Mexico, (iii) locate, or allow to be located in Mexico at any one time more than ten (10) Units of Equipment, (iv) consent to any material modification of any Assigned Lease, or (v) sell, rent, lease, mortgage, grant a security interest in or otherwise transfer or encumber (except for liens in favor of Secured Party) any of the Collateral.

(e) Debtor shall pay promptly when due all taxes, license fees, assessments and public and private charges levied or assessed on any of the Collateral, on the use thereof, or on this Agreement or any of the other Debt Documents. Upon the occurrence of an Event of Default, Secured Party may discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral and may pay for the maintenance, insurance and preservation of the Collateral or to effect compliance with the terms of this Agreement or any of the other Debt Documents. Debtor shall reimburse Secured Party, on demand, for any and all costs and expenses incurred by Secured Party in connection therewith and agrees that such reimbursement obligation shall be secured hereby.

(f) Debtor shall, at all times, keep accurate and complete records of the Collateral, and Secured Party, its successors and assigns, and their respective agents, shall have the right to examine, inspect, and make extracts from all of Debtor's books and records relating to the Collateral at any time during normal business hours.

(g) Any third person at any time and from time to time holding all or any portion of the Collateral shall be deemed to, and shall, hold the Collateral as the agent of, and as pledge holder for, Secured Party. At any time and from time to time, Secured Party may give notice to any third person holding all or any portion of the Collateral that such third person is holding the Collateral as the agent of, and as pledge holder for, the Secured Party.

#### 4. USE AND MAINTENANCE:

(a) Debtor shall use the Equipment only in the manner for which it was designed and intended and so as to subject it only to ordinary wear and tear. Each unit of Equipment shall be used by Debtor to transport bulk liquids to and from any destination in the United States as it may elect from time to time, to the extent consistent with its prudent and lawful business purposes. The Equipment will be operated solely in the United States, Alaska, Canada and Mexico (so long as any Indebtedness remains outstanding) on railroad lines of railroads in the usual interchange of traffic. Debtor agrees that, at its own cost and expense, it will, so long as any Indebtedness remains outstanding, (i) maintain, improve, service and repair each unit of Equipment (including any parts installed on or replacements made to any unit of Equipment and considered an accession thereto as hereinbelow provided), and comply with its own preventative maintenance schedule which will include testing and repair of each unit, any requirements pertaining to warranties of the manufacturer or insurance policies maintained by Debtor and in all other respects in material compliance with the manufacturer's bulletins, directives and manuals, so that each unit of Equipment will remain (A) in good operating order and condition (ordinary wear and tear excepted), (B) eligible for railroad interchange in accordance with all applicable Interchange Rules, and otherwise in compliance with this Section, (C) in compliance with all of the insurance policies obtained and maintained by debtor or required hereunder, and (D) in compliance in all respects with prevailing industry standards; and (ii) maintain all records, logs and other materials required by the Association of American Railroads, the Federal Railroad Administration, the Surface Transportation Board or the United States Department of Transportation, or any other governmental authority having jurisdiction over the Equipment or Debtor (with respect to the Equipment), to be maintained in respect of such Equipment. In no event shall any unit of Equipment be maintained with less care or scheduled for maintenance on a basis less frequent than either the maintenance or maintenance scheduling basis employed by a Class I railroad for similar

equipment. Without limiting the generality of any other provision of this Agreement, Debtor agrees to be solely liable for, and to pay when due, all tariffs, switching fees and demurrage charges, when and if any or all of the same shall become due and payable in connection with the Equipment so long as any Indebtedness remains outstanding hereunder.

(b) In addition, if any parts or accessories forming part of the Equipment shall from time to time become worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use, Debtor, at its own expense, will within a reasonable time replace such parts or accessories, or cause the same to be replaced, by replacement parts or accessories which are free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessories replaced. Debtor shall not make any material alterations to the Equipment without the prior written consent of Secured Party, provided that modifications or additions to the Equipment shall be permitted so long as, with respect to such other modifications or additions only (i) the value and utility of the units are not impaired in Secured Party's judgment and (ii) such additions which are not readily removable without material damage or diminution are considered accessions to the Equipment and part of the Collateral hereunder, and (iii) such additions are free and clear of all liens and encumbrances other than the lien and security interest of Secured Party.

(c) Debtor shall comply with all orders, statutes, rules, regulations, directives and other laws and requirements of the United States of America, and any and all jurisdictions in which its operations involving any of the Equipment may extend, with the Interchange Rules and with all rules of the United States Department of Transportation, the Surface Transportation Board, the Federal Railroad Administration, the United States Environmental Protection Agency and any other legislative, executive, administrative, regulatory or judicial body, agency or commission (whether Federal, state, local or otherwise) exercising any power or jurisdiction over the Equipment or any of the parties to this Security Agreement or the related documents, to the extent that the foregoing affect the title, operation, possession or use of, or any other undertaking with respect to, the Equipment or are necessary to comply with applicable health, safety or environmental standards (all of the foregoing, the "**Applicable Standards**"). For the purposes hereof, "**Interchange Rules**" means all codes, rules, regulations, interpretations, laws and orders governing the hire, use, condition, repair and all other matters pertaining to the interchange of freight traffic reasonably interpreted within the rail industry as being applicable to the units of Equipment, as adopted and in effect from time to time by the Association of American Railroads, or any successor, and in the event that such Applicable Standards require any alteration, replacement or addition of or to any part of any unit of Equipment, Debtor will conform therewith at its own expense.

(d) Debtor will cause both sides of each unit of Equipment to be kept marked with the railcar identification mark set forth in Schedule A, or in the case of any Equipment not there listed, such identification mark as shall be set forth in any amendment or supplement thereto extending this Agreement to cover such Equipment, and will keep and maintain such railcar identification mark plainly, distinctly, permanently and conspicuously marked on each side of each unit of Equipment. Debtor will replace promptly any such railcar identification mark which may be removed, obliterated, defaced or destroyed. Debtor will not change the railcar identification mark of any unit of Equipment unless and until (in each case, at Debtor's expense) (i) a statement of new mark or marks to be substituted therefor shall have been received by Secured Party and filed, recorded and deposited by Secured Party in all public offices where this Security Agreement shall have been filed, recorded or deposited and (ii) Secured Party shall have received an opinion of counsel to the effect that such statement has been so filed, recorded and deposited, such filing, recordation and deposit will protect Secured Party's interest in such units of Equipment, and no filing, recording, deposit or giving of notice with or to any other Federal, state or local government or agency thereof is necessary to protect the interests of Secured Party in such units of Equipment.

5. **POWER OF ATTORNEY:** The Debtor does hereby irrevocably constitute and appoint the Secured Party, upon the occurrence and during the continuance of an Event of Default hereunder, its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all Assigned Lease Proceeds hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such Assigned Lease Proceeds and the security intended to be afforded hereby.

6. **INSURANCE:** The Equipment shall at all times be held at Debtor's risk, and Debtor shall keep it insured against loss or damage by fire and extended coverage perils, theft, burglary, and for risk of loss by collision or

derailment, and against such other risks as Secured Party may reasonably require, for the full replacement value thereof, with companies, in amounts and under policies acceptable to Secured Party. Debtor shall, if Secured Party so requires, deliver to Secured Party policies or certificates of insurance evidencing such coverage. Each policy shall name Secured Party as loss payee thereunder, shall provide for coverage to Secured Party regardless of the breach by Debtor of any warranty or representation made therein, shall not be subject to coinsurance, and shall provide for thirty (30) days written notice to Secured Party of the cancellation or material modification thereof. Debtor hereby appoints Secured Party as its attorney in fact to make proof of loss, claim for insurance and adjustments with insurers, and to execute or endorse all documents, checks or drafts in connection with payments made as a result of any such insurance policies. Proceeds of insurance shall be applied, at the option of Secured Party, to repair or replace the Equipment or to reduce any of the Indebtedness secured hereby.

7. REPORTS:

(a) Debtor shall promptly notify Secured Party in the event of (i) any change in the name of Debtor, (ii) any relocation of its chief executive offices, (iii) any relocation of any of the Collateral, except as expressly permitted herein (iv) any of the Collateral being lost, stolen, missing, destroyed, materially damaged or worn out, or (v) any lien, claim or encumbrance attaching or being made against any of the Collateral (other than liens in favor of Secured Party).

(b) Debtor agrees to furnish its annual financial statements and such interim statements as Secured Party may require in form satisfactory to Secured Party. Any and all financial statements submitted and to be submitted to Secured Party have and will have been prepared on a basis of generally accepted accounting principles, and are and will be complete and correct and fairly present Debtor's financial condition as at the date thereof. Secured Party may at any reasonable time examine the books and records of Debtor and make copies thereof.

(c) Upon the written request of Secured Party, an appropriate officer of Debtor shall, within thirty (30) days after the end of any fiscal year of Debtor during the term of this Agreement, certify to Secured Party that: (i) during such year and through the date of such certification, to the knowledge of that officer no Event of Default as defined herein has occurred and remains uncured and (ii) as of the date of such certification to the knowledge of that officer no facts or circumstances exist which, with the passage of time or the giving of notice or both, and after giving effect to any applicable cure period, would constitute such an Event of Default.

8. FURTHER ASSURANCES:

(a) Debtor shall, upon request of Secured Party and at no expense to Secured Party, furnish to Secured Party such further information, execute and deliver to Secured Party such documents and instruments (including, without limitation, Uniform Commercial Code financing statements) and do such other acts and things, as Secured Party may at any time reasonably request relating to the perfection or protection of the security interest created by this Agreement or for the purpose of carrying out the intent of this Agreement. Without limiting the foregoing, Debtor shall cooperate and do all acts deemed necessary or advisable by Secured Party to continue in Secured Party a perfected first security interest in the Collateral and shall obtain and furnish to Secured Party any subordinations, releases, landlord, lessor, or mortgagee waivers, and similar documents as may be from time to time requested by, and which are in form and substance satisfactory to, Secured Party.

(b) Debtor hereby grants to Secured Party the power to sign Debtor's name and generally to act on behalf of Debtor to execute and file applications for title, transfers of title, financing statements, notices of lien and other documents pertaining to any or all of the Collateral; provided however that Secured Party agrees not to exercise such power unless and until an Event of Default has occurred and is continuing under this Agreement. Debtor shall, if any certificate of title be required or permitted by law for any of the Collateral, obtain such certificate showing the lien hereof with respect to the Collateral and promptly deliver same to Secured Party.

(c) Debtor shall indemnify and defend the Secured Party, its successors and assigns, and their respective directors, officers and employees, from and against any and all claims, actions and suits (including, without limitation, related attorneys' fees) of any kind, nature or description whatsoever arising, directly or indirectly, in connection with any of the Collateral.

(d) Debtor shall, at its own expense, attach to and cause to be maintained on each Unit of Equipment a notice satisfactory to Secured Party disclosing Secured Party's interest in such Unit of Equipment. The following

notice will initially be satisfactory if stenciled or contained in a placard attached to each side of each Unit in letters having a height of one inch or more and continually legible:

SUBJECT TO LEASE OR SECURITY INTEREST FILED WITH  
U.S. SURFACE TRANSPORTATION BOARD



*Upon written request of Secured Party*  
(e) Debtor will provide, or direct any manager of any Unit of Equipment to provide, to *Secured Party* ~~Lessor at all times~~ with the pass key and other access information with respect to any register containing information relating to any Unit of Equipment, including without limitation the Uniform Machine Language Equipment Register or any other register maintained by AAR.



9. EVENTS OF DEFAULT, Debtor shall be in default under this Agreement and each of the other Debt Documents upon the occurrence of any of the following "Event(s) of Default":

(a) Debtor fails to pay any installment or other amount due or coming due under any of the Debt Documents on or before its due date, and does not cure such failure within ten (10) days after written notice thereof;

(b) except as otherwise permitted by this Agreement, any attempt by Debtor to sell, rent, lease, mortgage, grant a security interest in, or otherwise transfer or encumber (except for liens in favor of Secured Party) any of the Collateral without the prior written consent of Secured Party;

(c) Debtor fails to procure, or maintain in effect at all times, any of the insurance on the Collateral in accordance with Section 6 of this Agreement;

(d) Debtor breaches any of its other obligations under any of the Debt Documents and fails to cure the same within thirty (30) days after written notice thereof;

(e) any warranty, representation or statement made by Debtor in any of the Debt Documents or otherwise in connection with any of the Indebtedness shall be false or misleading in any material respect;

(f) any of the Collateral being subjected to, or being threatened with, attachment, execution, levy, seizure or confiscation in any legal proceeding or otherwise;

(g) any dissolution, termination of existence, merger, consolidation, change in controlling ownership, insolvency, or business failure of Debtor or any guarantor or other obligor for any of the Indebtedness (collectively "Guarantor"), or if Debtor or any Guarantor is a natural person, any death or incompetency of Debtor or such Guarantor;

(h) the appointment of a receiver for all or of any part of the property of Debtor or any Guarantor, or any assignment for the benefit of creditors by Debtor or any Guarantor; or

(i) the filing of a petition by Debtor or any Guarantor under any bankruptcy, insolvency or similar law, or the filing of any such petition against Debtor or any Guarantor if the same is not dismissed within sixty (60) days of such filing.

(j) an Event of Default under the Assignment of Rents and Leases, dated June 18, 1998, between Secured Party and Trinity Chemical Industries, Inc.

10. REMEDIES ON DEFAULT:

(a) Upon the occurrence of an Event of Default under this Agreement, the Secured Party, at its option, may declare any or all of the Indebtedness (including, without limitation, the Note) to be immediately due and payable, without demand or notice to Debtor or any Guarantor. The obligations and liabilities accelerated thereby shall bear interest (both before and after any judgment) until paid in full at the lower of eighteen percent (18%) per annum or the maximum rate not prohibited by applicable law.

(b) Upon such declaration of default, Secured Party shall have all of the rights and remedies of a Secured Party under the Uniform Commercial Code, and under any other applicable law. Without limiting the foregoing, Secured Party shall have the right to (i) notify any account debtor of Debtor or any obligor on any instrument



which constitutes part of the Collateral to make payment to the Secured Party; provided however, that Secured Party agrees not to notify any such account debtor until at least sixty (60) days after the occurrence of the event which gave rise to the Event of Default, (ii) with or without legal process, enter any premises where the Collateral may be and take possession and/or remove said Collateral from said premises, (iii) sell the Collateral at public or private sale, in whole or in part, and have the right to bid and purchase at said sale, and/or (iv) lease or otherwise dispose of all or part of the Collateral, applying proceeds therefrom to the obligations then in default. If requested by Secured Party, Debtor shall promptly assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Secured Party may also render any or all of the Collateral unusable at the Debtor's premises and may dispose of such Collateral on such premises without liability for rent or costs. Any notice which Secured Party is required to give to Debtor under the Uniform Commercial Code of the time and place of any public sale or the time after which any private sale or other intended disposition of the Collateral is to be made shall be deemed to constitute reasonable notice if such notice is given to the last known address of Debtor at least five (5) days prior to such action.

(c) Proceeds from any sale or lease or other disposition shall be applied: first, to all costs of repossession, storage, and disposition including without limitation attorneys', appraisers', and auctioneers' fees; second, to discharge the obligations then in default; third, to discharge any other Indebtedness of Debtor to Secured Party, whether as obligor, endorser, guarantor, surety or indemnitor; fourth, to expenses incurred in paying or settling liens and claims against the Collateral; and lastly, to Debtor, if there exists any surplus. Debtor shall remain fully liable for any deficiency.

d) In the event that any of the Debt Documents are placed in the hands of an attorney for collection of money due or to become due or to obtain performance of any provision hereof, Debtor agrees to pay all reasonable attorneys' fees incurred by Secured Party, and further agrees that payment of such fees is secured hereunder. Debtor and Secured Party agree that such fees to the extent not in excess of twenty percent (20%) of subject amount owing after default (if permitted by law, or such lesser sum as may otherwise be permitted by law) shall be deemed reasonable.

(e) Secured Party's rights and remedies hereunder or otherwise arising are cumulative and may be exercised singularly or concurrently. Neither the failure nor any delay on the part of the Secured Party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by Secured Party. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

#### 11. MISCELLANEOUS:

(a) This Agreement, the Note and/or any of the other Debt Documents may be assigned, in whole or in part, by Secured Party without notice to Debtor, and Debtor hereby waives any defense, counterclaim or cross-complaint by Debtor against any assignee, agreeing that Secured Party shall be solely responsible therefor.

(b) All notices to be given in connection with this Agreement shall be in writing, shall be addressed to the parties at their respective addresses set forth hereinabove (unless and until a different address may be specified in a written notice to the other party), and shall be deemed given (i) on the date of receipt if delivered in hand or by facsimile transmission, (ii) on the next business day after being sent by express mail, and (iii) on the fourth business day after being sent by regular, registered or certified mail. As used herein, the term "business day" shall mean and include any day other than Saturdays, Sundays, or other days on which commercial banks in New York, New York are required or authorized to be closed.

(c) Secured Party may correct patent errors herein and fill in all blanks herein or in any Schedule hereto consistent with the agreement of the parties.

(d) Time is of the essence hereof. This Agreement shall be binding, jointly and severally, upon all parties described as the "Debtor" and their respective heirs, executors, representatives, successors and assigns, and shall inure to the benefit of Secured Party, its successors and assigns.

(e) This Agreement, including all Schedules thereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supercede all prior understandings (whether written, verbal or implied) with respect thereto. This Agreement shall not be changed or terminated orally or by course of conduct, but only by a writing signed by both parties hereto. Section headings contained in this Agreement have been included for convenience only, and shall not affect the construction or interpretation hereof.

(f). Upon the (i) satisfaction in full of the Indebtedness, (ii) the termination or expiration of any commitment of Secured Party to extend credit to Debtor, (iii) written request for termination hereof delivered by Debtor to Secured Party, and (iv) written release delivered by Secured Party to Debtor, this Agreement and the security interest created thereby shall terminate. This Agreement shall automatically be reinstated in the event that Secured Party is ever required to return or restore the payment of all or any portion of the Indebtedness (all as though such payment had never been made)..

(g) DEBTOR HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE OTHER DEBT DOCUMENTS RELATED THERETO, ANY OF THE INDEBTEDNESS SECURED HEREBY, ANY DEALINGS BETWEEN DEBTOR AND SECURED PARTY RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN DEBTOR AND SECURED PARTY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.) THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY OTHER DEBT DOCUMENTS RELATED THERETO, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, Debtor and Secured Party, intending to be legally bound hereby, have duly executed this Agreement in one or more counterparts, each of which shall be deemed to be an original, as of the day and year first aforesaid.

SECURED PARTY:

General Electric Capital Corporation

By: William S. And

Title: Risk Analyst

DEBTOR:

Trinity Chemical Leasing, L.L.C.

By: X [Signature]

Title: President

**SCHEDULE A**  
(Description of Equipment and List of Marks)

No.	Year Built	Car Marks Old	Car Marks New	Description
1	1979	NATX 72572	TCIX 72572	20MG EC/I
2	1981	NATX 72836	TCIX 72836	20MG EC/I
3	1980	NATX 72639	TCIX 72639	20MG EC/I
4	1980	NATX 72693	TCIX 72693	20MG EC/I
5	1980	NATX 72694	TCIX 72694	20MG EC/I
6	1980	NATX 72718	TCIX 72718	20MG EC/I
7	1980	NATX 72764	TCIX 72764	20MG EC/I
8	1980	NATX 72781	TCIX 72781	20MG EC/I
9	1979	NATX 72584	TCIX 72584	20MG EC/I
10	1979	NATX 72592	TCIX 72592	20MG EC/I
11	1979	NATX 72595	TCIX 72595	20MG EC/I
12	1979	NATX 72597	TCIX 72597	20MG EC/I
13	1979	NATX 72599	TCIX 72599	20MG EC/I
14	1979	NATX 72586	TCIX 72586	20MG EC/I
15	1979	NATX 72590	TCIX 72590	20MG EC/I
16	1979	NATX 72591	TCIX 72591	20MG EC/I
17	1979	NATX 72593	TCIX 72593	20MG EC/I
18	1979	NATX 72596	TCIX 72596	20MG EC/I
19	1981	NATX 72890	TCIX 72890	20MG EC/I
20	1981	NATX 72891	TCIX 72891	20MG EC/I
21	1981	NATX 72892	TCIX 72892	20MG EC/I
22	1981	NATX 72894	TCIX 72894	20MG EC/I
23	1973	PTLX 120110	TCIX 120110	20MG NC/NI
24	1973	PTLX 120112	TCIX 120112	20MG NC/NI
25	1973	PTLX 120143	TCIX 120143	20MG NC/NI
26	1973	PTLX 120145	TCIX 120145	20MG NC/NI
27	1974	PTLX 120225	TCIX 120225	20MG NC/NI
28	1974	PTLX 120247	TCIX 120247	20MG NC/NI
29	1975	PTLX 120271	TCIX 120271	20MG NC/NI
30	1975	PTLX 120276	TCIX 120276	20MG NC/NI
31	1975	PTLX 120277	TCIX 120277	20MG NC/NI
32	1967	NATX 22357	TCIX 22357	20MG NC/NI
33	1968	PLCX 120392	TCIX 120392	20MG NC/NI
34	1973	PTLX 120149	TCIX 120149	20MG NC/NI
35	1979	PLCX 120343	TCIX 120343	20MG NC/NI
36	1979	PLCX 120361	TCIX 120361	20MG NC/NI
37	1979	PLCX 120382	TCIX 120382	20MG NC/NI
38	1979	PLCX 120383	TCIX 120383	20MG NC/NI
39	1979	PLCX 120384	TCIX 120384	20MG NC/NI
40	1979	PTLX 120272	TCIX 120272	20MG NC/NI
41	1979	PLCX 221009	TCIX 221009	20MG EC/I
42	1980	PLCX 221148	TCIX 221148	20MG EC/I
43	1980	PLCX 221261	TCIX 221261	20MG EC/I
44	1980	PLCX 221295	TCIX 221295	20MG EC/I
45	1980	PLCX 221298	TCIX 221298	20MG EC/I
46	1974	PTLX 082012	TCIX 082012	20MG NC/NI
47	1972	PTLX 120109	TCIX 120109	20MG NC/NI
48	1972	RTMX 002058	TCIX 002058	20MG NC/NI
49	1972	RTMX 002068	TCIX 002068	20MG NC/NI
50	1976	RTMX 2296	TCIX 2296	23.5MG EC/I

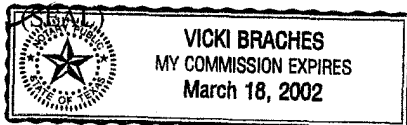
**SCHEDULE B**  
(Description of Leases)

That certain Tankcar Service Agreement (including all Schedules, Attachments, Amendments, Addendums and Riders thereto) by and between Trinity Chemical Industries, Inc. and Trinity Chemical Leasing, L.L.C. dated ✓ JUNE 18, 1998.

STATE OF Texas )

COUNTY OF Dallas ) ss:

On this 26 day of June, 1998 before me, personally appeared William S. Anderson, to me personally known, who being by me duly sworn, says that (s)he is the Pres (title) Analyst of General Electric Capital Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



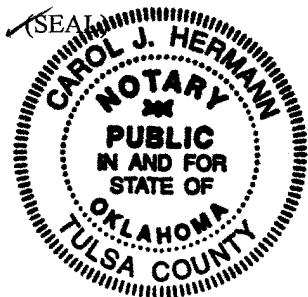
Vicki Braches  
Signature of Notary Public

My Commission expires                     

STATE OF OKLA. )

COUNTY OF Tulsa ) ss:

On this 18<sup>th</sup> day of June, 1998 before me, personally appeared Richard Fenimore, to me personally known, who being by me duly sworn, says that (s)he is the President (title) of Trinity Chemical Leasing, L.L.C. limited liability company, that said instrument was signed on behalf of said company by authority of all its governors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Carol J. Hermann  
Signature of Notary Public

My Commission expires March 22, 2001

[Date]

Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Documents For Recordation

Dear Secretary:

I have enclosed an original and one counterpart of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is a Mortgage--Security Agreement, a primary document, dated June 18, 1998.

The names and addresses of the parties to the document are as follows:

Secured Party: General Electric Capital Corporation  
44 Old Ridgebury Road  
Danbury, CT 06810

Debtor: Trinity Chemical Leasing, Inc.  
8801 South Yale Avenue  
Tulsa, OK 74137

A description of the equipment covered by the document follows:

[Insert Description per 1177.3(d)(4)]

A fee of \$ \_\_\_\_\_ is enclosed, Please return the original and any extra copies not needed by the Commission for recordation to:

General Electric Capital Corporation  
12377 Merit Drive, Suite 310  
Dallas, TX 75251

A short summary of the document to appear in the index follows:

Mortgage--Security Agreement between General Electric Capital Corporation, as Secured Party, and Trinity Chemical Leasing, LLC, as Debtor, dated June 18, 1998, and covering Fifty (50) railroad tank cars.

Very Truly Yours,  
GENERAL ELECTRIC CAPITAL CORPORATION

By: William S. Anderson

Name: William S. Anderson

Title: Risk Analyst